

## RULES AND REGULATIONS

The following Rules and Regulations made by the Dover Water Company and filed with the Massachusetts Department of Public Utilities constitute a contract between the customer and the Water Company. The customer, by the acceptance by the Company of his applications for water service is considered to have expressed his consent to be bound thereby, and to take water only for the purposes stated in the application at the established rates.

## DEFINITIONS

1. The words " Company" or "Water Company" refer to the Dover Water Company.
2. The word "customer" shall be taken to mean any person, trust, firm, corporation, government, or governmental division or any other organization or entity who has applied for and received water service supplied by the Dover Water Company.
3. The words "main" or "main pipe" shall mean the supply pipe from which curb service connections are made available to supply water to customers.
4. The words "curb service connection" or "curb service" shall mean the pipe running from the main pipe to the curb box near or at the property line of a customer.
5. "Service line" shall mean the pipe running from the curb box to the customer's premise.
6. "Service Connection" shall mean that connection joining the service line to the customer's plumbing.
7. The words "public water system" refer to the water system owned and operated by the Dover Water Company.
8. The words "premise" or "premises" as used herein shall be restricted to the

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following:

(a) A building under one roof owned or leased by one customer and occupied as one single residence or one single place of business.

(b) A combination of buildings owned by one customer in one common enclosure, occupied by one single family, or one single corporation or firm, as a residence or place of business.

(c) A housing, office, or rental unit owned/occupied by one customer.

### APPLICATIONS FOR SERVICE

9. All applications for water service must be made in writing on forms which will be provided by the Company. Such applications must be made by the property owner or an authorized representative of the owner. Application for Residential Water Service shall be completed for new services, reconnections and Transfer of Ownership for existing services.

10. The Company shall not be required to service any customer who has not completed the application and paid a security deposit.

11. No agreement will be entered into by the Company with any applicant until all arrears and charges due to the Company by the applicant for services rendered in connection with the premises referred to in the application or any other premises shall have been paid in full.

12. The accepted application by the Company shall constitute a contract between the Company and the applicant, obligating the applicant to pay to the Company its rates as established from time to time and to comply with these Rules and Regulations.

13. Application for new service connections must be made on forms provided by the Company and are accepted subject to the availability of an existing main in a street or right of way abutting the premises to be served. The Rules and Regulations in no way obligate the Company to extend its mains in order to provide service to premises under consideration.

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14. The fee for establishing a new service connection or reconnection of existing service will be payable with the application for connection. The payment will be refunded if for any reason the application for water service is not accepted or connection is not made.

15. When a prospective customer has made application for a new service or has applied for the reinstatement of an existing service, it is assumed that the piping and fixtures which the service will supply are in order to receive same, and the Company will not be liable, in any case, for any accidents, breaks, or leaks arising in any way in connection with the supply of water or failure to supply same, or the freezing of water pipes or fixtures of the customer.

16. Customers shall be liable for all water service until such time as the customer has properly notified the Company to discontinue service to his account and a final meter reading is taken. Minimum of three business days notice is required.

### SPECIAL APPLICATION FOR TRANSIENT, TEMPORARY OR SPECIAL PURPOSE

17. Whenever a service connection is made the applicant will bear the entire cost of installing, maintaining and eliminating or discontinuing of service, in addition to the cost of water. The Company may impose any restriction or requirement to the temporary or special purpose to protect and insure the Company's water supply.

### CUSTOMER SECURITY DEPOSITS FOR WATER SERVICE

18. As security for payment of bills, the Company shall require all applications and customers to make a deposit of not less than the base rate for one billing period or more than 1 1/2 times the estimated average bill for that address. In case the billing period is changed and/or the estimate of the size of the bill is found to be incorrect, an adjustment may be made in this deposit to suit the condition. Deposits of applicants shall be payable at the time applications are made and shall be paid by the prospective customer at that time, or upon demand when an adjustment is made.

19. When the service is discontinued and final bills paid and a forwarding address is provided, the deposit will be refunded. Interest on customer's security deposits will be paid annually or deducted from current bill. Interest percentage will be at rate determined by the Department of Telecommunications and Energy for that year.

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### OTHER CUSTOMER SECURITY PAYMENTS

20. As assurance of payment for installation of service or other jobbing work undertaken for any type of customer, the Company may require a customer to make a security payment equal to one and one half of the estimated cost of the jobbing service. When service is discontinued or the jobbing work is completed, the Company will apply the security payment against any sum owed to the Company by the customer and refund the balance, if any, to the customer. Any balance due to the company shall be payable on demand with interest payable after 30 days at one and one half percent per month on any unpaid balance. Collection costs for unpaid bills and interest, legal and court fees shall be borne by the customer.

### SERVICE CONNECTIONS

21. The curb service from the main to the property line will be installed by the Company, at the customer's expense. Title to all services from main to property line, meters and meter installations, shall at all times remain the sole property of the Company, and shall not be trespassed upon or interfered with in any respect. This property shall be maintained by the Company and may be removed or changed by it at any time.

22. All curb service, service lines and service connections shall be installed in accordance with the Dover Water Company and AWWA standards and requirements for methods and materials.

23. Each premise shall have a separate curb service, service line, service connection, and meter.

24. Each unit of multiple housing or buildings owned individually or occupied by one customer or a building owned by one customer having a number of apartments, office or units rented to tenants using a common hall, and /or entrance may share a single curb service and/or service line if a curb stop and meter is provided for each individual unit to allow termination of service to one unit at a time. Also a separate curb service and meter for common use water with access must be provided and guaranteed at all times.

25. Curb stops at curb boxes and the valve before the meter, shall not be used by the customer or his agent for turning on or shutting off the water supply. The control of the water supply by the customer shall be by means of a separate stop,

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located, in general inside the building wall after the Dover Water Company meter. Curb stops and meter valves are for exclusive use of the Company.

26. The service line from the property line to the premises shall be installed at the expense of the customer by the Dover Water Company or supervised by the Company or a contractor approved by the Dover Water Company, which is able to guarantee work for one year. Materials and method of construction shall be approved by the Company and if the service has not been installed in accordance with the Company's requirements, water service will not be turned on until such defects have been remedied. The service line between the property line and the premises and all piping and fixtures on or in premises up to the meter of the customer shall be maintained by the customer and the work performed by an approved contractor.

27. All customers having direct pressure hot water tanks must place proper vacuum and relief valves in the pipe system to prevent any damage to such tanks in the event of lack of pressure in the street mains due to shutdowns or other reasons. Any such damage resulting from failure to comply with this rule must be borne exclusively by the customer.

28. Pressure reducers shall be installed for the benefit of the customer where necessary and will be the responsibility of the customer.

29. No service lines shall be laid in the same trench with gas pipes, sewer pipes, or any other facility of a public service company, nor within three feet of any open excavation or vault. Nor shall any service pipes cross over any gas pipes, sewer pipes, or any other facility of a public service company.

#### METERED SERVICE

30. All customers shall be metered, and an individual meter shall be required for each premise, or unit occupied/owned by one customer and for each separate service connection.

31. All meters shall be furnished by and remain the property of the Company which reserves the right to stipulate the size, type and make to use, as well as the location of the meter including outside reading devices.

32. The officers or agents of the Company shall have free access to all premises supplied by water, at all reasonable hours, to permit the inspection of plumbing and

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fixtures, to set, replace, remove, or read meters, to ascertain the amount of water used and manner of use, and to enforce the Rules and Regulations.

33. All meters shall be maintained by and at the expense of the Company insofar as ordinary wear and tear are concerned, but the customer will be held responsible for damages as a result of freezing, hot water, or other external causes. When any such damage occurs, the Company will furnish and install another meter to replace the one frozen or otherwise damaged, and the cost of such repairs, including replaced parts, labor and transportation charges, shall be paid for by the customer. The Company requires that the meter and the service line be kept from freezing using a method approved by the Dover Water Company at all times and may terminate or refuse service without prior notice if sufficient heat is not provided and danger of freezing is likely.

34. The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be accepted as conclusive by both the customer and the Company, except when meter has been found to be registering inaccurately, or has ceased to register. In such cases, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, or by the average registration of the new meter, whichever method is representative in the opinion of the Company of the conditions existing during the period in question.

35. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. There will be a fee for testing such meter and it will be payable in advance of the test. In the event that the meter so tested, is found to have an error in registration in excess of 2% at any rate of flow within normal test flow limits, to the detriment of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter shall be corrected accordingly. This correction shall apply to both over and under registration.

36. The Customer shall permit no one, other than an agent of the Company or other person lawfully authorized to do so to remove, inspect or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company as soon as it comes to his knowledge of any injury to, or any cessation in registration of the meter.

PAYMENT FOR SERVICE

37. Bills for water service will be rendered periodically in accordance with the "Term of Payment" noted on the applicable Rate Schedules and payable upon presentation.

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38. Each bill for service will be rendered to the property owner of record, and, in the absence of special agreement, he will be held responsible for payment of the bill.

39. If payment in full for water service is not made within 45 days after the bill is mailed to the customer, the Company reserves the right to discontinue service at his premises in accordance with the procedures provided by applicable regulations of the Department of Telecommunications and Energy. No service will be turned on until all outstanding bills including a turn-on charge is paid in full or an approved payment schedule is accepted by the Company.

40. Payment for any other service/jobbing is payable in full upon presentation of bill. Any balance owed after 30 days will accrue interest at a rate of 1 1/2% per month, except for regulated metered water service.

41. Any collection costs for unpaid bills, except for regulated metered water service, will be paid by customer.

42. Water will not be turned on until the bill for the service line installation has been paid in full.

## GENERAL

43. The Company shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable effort to notify the customer in advance of such discontinuance of service, but it will not be liable for any damage or inconvenience suffered by the customer because of such discontinuance of service, or because of failure to notify the customer in advance of its intention to discontinue service.

44. The Company shall not be liable for any damage or inconvenience suffered by the customer as a result of interruption of service, quantity of supply, inadequate or changing pressure, quality of water or any cause beyond its control.

## PRESSURE AND CONTINUITY OF SUPPLY

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45. The Water Company does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water. Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted storage supply must be assured, such as steam boilers, domestic hot water systems, gas engines, medical equipment, etc.

In high elevation sections where pressure may be lower at the mains of the Company than desired by the customer, the customer may install and maintain at their own expense a tank and/or booster pump, of a type and installation approved by the Company.

Where the pressure to a customer's premises is greater than the customer desires, it shall be the customer's responsibility to install and maintain the proper regulating device to reduce pressure to the extent desired.

The Company shall have the right to reserve sufficient supply of water at all times to meet the welfare of the public.

46. No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.

47. Water hydrants are for the exclusive use of the Company and may not be used by any town, company, or person without the express written permission of the Company.

48. The Company will not permit its mains or service pipes or inside plumbing to be connected with any other source of supply not approved by the responsible public health authority, nor will the Company permit its mains or service pipes or customer's plumbing to be connected in any way to any pipes, tanks, vats, swimming pools, underground sprinklers or other apparatus which contain liquids, chemicals, or other pollution which can flow back into the Company's mains and consequently endanger the common water supply, unless an installation method or backflow preventor that is approved by the DEP and the Dover Water Company is used. All backflow preventors shall be installed, maintained and tested in accordance with the Department of Environmental Protection regulations.

49. Any authorized agent of the Company shall have the right of access at all reasonable hours to the premises supplied with water for the purpose of reading meters, examining fixtures and pipes, observing the manner of using water, or for



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any other purpose which is reasonable and necessary in the conduct of the Dover Water Company business.

50. Lawn, garden or any outside water use may be regulated by limitation of hours and days as the Company determines necessary to control peak demand usage for the purpose of cost or conservation.

51. Automatic Underground Sprinkler Systems shall only be operated between the hours of 12 midnight and 5 AM or at such times, hours, and days as further allowed or restricted by the Company.

52. During Emergency or Drought Conditions

The Company shall restrict water usage by the following ways:

STAGE I - Voluntary Water Conservation - Outside water usage limited to an odd/even or other allocation program.

STAGE II - Mandatory Water Conservation - Outside water usage limited to an odd/even or other allocation program.

First Violation - written warning.

Subsequent Violations - \$100 fine, termination of water service plus costs of termination and restoration.

STAGE III - Mandatory Water Restriction - Filling of swimming pools, lawn sprinklers, irrigation system, soakers and unattended hoses forbidden. Outside water usage restricted to use of hand held hose. Allocation to be determined at time of restriction as to time, days, hours, etc.

First Violation - written warning.

Subsequent Violations - \$100 fine, termination of water service plus costs of termination and restoration.

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STAGE IV - Total Mandatory Water Restriction - All outside use of water is forbidden.

First Violation - written citation.

Subsequent Violations - \$100 fine, termination of water service plus costs of termination and restoration.

For STAGE II, STAGE III, and STAGE IV - First violation notices shall state the consequences, (i.e. fine, shut-off and fees) for each subsequent violation cited during the restriction period.

The Company will notify local agencies, Department of Environmental Protection and the Department of Telecommunications and Energy before implementation of Stage II through Stage IV of the water conservation restriction plan. Copies of notification, fines, penalties, termination notices and any acknowledgments shall be filed with the above agencies.

Customers shall be notified by direct mail to the address of record for billing, or by posting at the premises being serviced by hanging or taping to an entrance way facing the street, walk or driveway. If time permits, advance notification may also include any of the following: inserts with billings, newsletters, local newspaper, or cable TV.

In an emergency requiring 24 hour or less notification, termination will be deferred until customer found in violation has been personally notified by direct mail or posting at premises.

No exceptions shall be granted for Stage II through Stage IV.

Restrictions shall remain in effect until public notice is given by the Company.

Fines, costs of termination and restoration must be paid in full before service is restored.

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The odd/even allocation program shall be where water usage is permitted by the street number of the address of the property being serviced. Time, day, etc. of allowed water usage will be published for each restriction stage.

The word violation shall mean each separate incident where water is found being used in a manner or at a time or day not allowed by these terms and conditions of water service and by such days, times, length of use, etc. as determined by the Company, and issued by public notice for Stage II through Stage IV.

### TERMINATION AND RESTORATION

53. \$60.00 to reconnect service during business hours (8:00 AM to 4:00 PM Weekdays) and \$90.00 to reconnect on Saturday, Sunday, holidays, nights and non business hours or by special appointment. Additional non-Water Company personnel costs such as police, excavating, etc. relative to termination and/or restoration will be charged at no additional markup to the customer.

54. Whenever the customer desires to have his water service discontinued, he shall so notify the Company in writing, providing the name of the new owner or tenant. Until such notice is received by the Company, the customer shall be responsible for payment for service rendered by the Company. A reasonable time after the receipt of such notice is necessary for the Company to take a final reading of the meter and to discontinue service.

55. Service may be discontinued for any one of the following reasons.

A) Use of water for purposes other than described in the application and allowed under these Rules and Regulations.

B) Misrepresentation in application.

C) Failure to apply for water service or payment of deposit.

D) Willful waste of water.

E) Molesting Company property, seals, valves, meter and readouts.

F) Vacancy or absence of heat that may threaten Company property.

G) Non-payment of bills when due, subject to DTE Regulations.

H) Cross-connecting the Company service pipes with any other supply source or source of contamination, with an unapproved method.

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I) Refusal of reasonable access to property.

J) Any violation of the Rules and Regulations which in the opinion of the company substantially impedes its water services.

56. When water has been turned off from any premises for any reason or for any violation of the Company's rules, or upon request of the customer, a charge will be made for restoring services.

57. When water has been turned off at a customer's request, there will be a fee in addition to the fee to restore service.

58. In case of vacancy of a customer's premise, the customer must notify the Company in writing of such vacancy and provide adequate heat to prevent freezing of the water pipes at all times, upon failure to do so, the customer will become responsible for any damage to the property of the Company, and/or the property of the customer arising from such failure.

59. Any Complaint against service, billing, payments or employees of the Company shall be made in writing to the Company.